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THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

HENGLEE COMPANY LIMITED,

Plaintiff,

v.

HOG WILD, LLC; and DOES 1-10, inclusive,

Defendants.

Case No.: 3:23-cv-315

**COMPLAINT FOR BREACH OF
CONTRACT AND QUANTUM MERUIT**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Henglee Company Limited (“Henglee”) is in the business of marketing and selling high quality toys to distributors and consumers under applicable law in the United States. Henglee, by and through the undersigned counsels, hereby brings this action against Defendants Hog Wild,

LLC (“Hog Wild”) and DOES 1-10 (collectively “Defendants”) because Defendants failed to pay for the goods which were delivered by Henglee and accepted by Defendants.

2. Henglee and Hog Wild entered into a number of contracts for purchase and sale of various kinds of toys. Henglee shipped the goods to Hog Wild. Hog Wild did not pay Henglee for the goods they received. The contract value of unpaid goods is \$1,536,924.43, less deposit payments of \$461,474.96. The amount Hog Wild owed as a matter of simple contract is \$1,075,449.47.

3. Despite having made multiple attempts to resolve this matter, Defendants have continued to ignore and avoid Henglee’s repeated claims for payments.

4. Henglee now seeks recovery of damages and any such other relief as the Court may deem proper. Henglee alleges the following based on personal knowledge and on information and belief as to the acts of others:

THE PARTIES

5. Plaintiff Henglee Company Limited is, and at all relevant times has been, a corporation incorporated and having its principal place of business in the People’s Republic of China. Henglee markets and sells various goods including high quality toys to distributors and customers in the U.S.

6. On information and belief, Defendant Hog Wild, LLC is a Delaware limited liability company and having its principal place of business at 10145 SE Jennifer Street, Clackamas, Oregon 97015. Hog Wild is authorized to do and does business in the District of Oregon.

7. Henglee is presently unaware of the true names and capacities, whether individual, corporate, partnership, associate, or otherwise, of Defendants Does 1 through 10, inclusive, and accordingly sues said Defendants by such fictitious names.

8. Henglee alleges on information and belief that each of the Defendants designated herein as Does 1 through 10, inclusive, is in some manner responsible for the events and happenings

referred to herein and/or that such Defendants are liable in some manner for the obligation described herein. Henglee will amend this complaint to set forth the true names and capacities of said Defendants when ascertained and if necessary.

9. Upon information and belief, each Defendant is, and at all relevant times has been, the agent and representative of the other Defendants; and each Defendant at all relevant times acted, and each continues to act, with the knowledge and consent of all other Defendants; and each Defendant is liable for the acts and omissions of the other Defendants.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a) because Henglee, on the one hand, and Hog Wild on the other, are citizens of different states, and the amount in controversy exceeds \$75,000.00, exclusive of interests and court costs.

11. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to the claims asserted occurred in this judicial district and because Hog Wild maintains its principal place of business and is subject to personal jurisdiction in this judicial district.

FACTUAL ALLEGATIONS

12. From May 8, 2019 through May 18, 2020, Hog Wild placed a number of purchase orders with Henglee. Each purchase order identified specific goods requested by Hog Wild, specified a particular quantity and purchase price per unit, as well as the total amount of the contract price for each order. Attached hereto as Exhibit A lists purchase order number, quantity, invoiced amount, due date, deposit received by Henglee and overdue balance owed by Hog Wild.

13. Over the course from May 2019 to May 2020, Henglee shipped the quantity of various goods that stated in each purchase order in reliance on terms in each purchase order obligating Hog Wild to pay in full the contract price within forty-five (45) days of each shipment.

14. In reliance on each purchase order, Henglee shipped the goods to Hog Wild's addresses provided in the purchase order in Oregon. Hog Wild received and accepted each shipment.

15. Over the period from August 2019 to April 2020, Hog Wild made a partial payment to Henglee in the total amount of \$461,474.96. Hog Wild never paid the remaining balance to Henglee in the total amount of \$1,075,449.47.

16. Over the same period, Henglee also sent Hog Wild invoices for samples, molds and tools in connection with the purchase contracts in the total amount of \$38,754. Hog Wild never made payment. A copy of the invoices Henglee issued to Hog Wild for samples, molds and tools is attached hereto as Exhibit B.

FIRST CAUSE OF ACTION

Breach of Contract

(Against Hog Wild, LLC)

17. Henglee realleges and incorporates by reference each and every allegation set forth in the forgoing Paragraphs as though fully set forth herein and further alleges as follows.

18. The parties, for valuable consideration, entered into valid and enforceable contracts from May 2019 to May 2020, providing for the shipments of various toys by Henglee in return for money payment by Hog Wild. Henglee fully performed its contractual obligations, but Hog Wild failed to pay Henglee the full contract price.

19. Henglee offered its products for sale according to its standard prices, terms of payment and conditions of sale.

20. Hog Wild accepted Henglee's offers by issuing specific purchase orders for the purchase of specific quantities of toys.

21. Each purchase order documented the quantity and pricing of each goods Hog Wild requested to purchase from Henglee, as well as terms for shipment, delivery and payment terms.

22. Hog Wild's offer, the communications between Hog Wild, its employees, and Henglee, and the purchase orders together are valid and binding contracts for sale of goods. The parties intended to enter into a number of legally binding agreements. The contracts were entered into in China and the U.S. with the expectation of performance in the State of Oregon within the jurisdictional boundaries of the District of Oregon.

23. Henglee has fully performed its contractual obligations under each contract, except those obligations excused by conduct of Hog Wild or its agents.

24. Hog Wild accepted delivery in Oregon each shipment from Henglee of the quantity of toys requested in each purchase order.

25. Hog Wild never refused delivery of any shipment, or refused any toy, or returned any toy to Henglee.

26. Henglee is informed and believes and thereon alleges that Hog Wild is in possession of, or has sold, transferred or otherwise relinquished control of the goods to a third-party without payment to Henglee.

27. Henglee has demanded payment for all of the goods delivered to Hog Wild, and by filing of this Complaint hereby demands payment of the unpaid sums. Hog Wild has failed and refused, and it continues to fail and to refuse to pay for all of the goods.

28. Hog Wild breached the contracts by accepting Henglee's goods but failing to pay the balance under the contracts. Hog Wild was obligated to pay \$1,536,924.43 for goods delivered and \$38,754 for samples, molds and tools, but only paid \$461,474.96.

29. By reason of the foregoing, Henglee has been damaged in an amount to be determined at trial, but not less than \$1,114,203.47.

SECOND CAUSE OF ACTION

Quantum Meruit

(Against Hog Wild, LLC)

30. Henglee realleges and incorporates by reference each and every allegation set forth in the forgoing Paragraphs as though fully set forth herein and further alleges as follows.

31. Hog Wild placed purchase orders with Henglee and agreed to pay Henglee for all goods ordered.

32. Henglee delivered goods requested to Hog Wild in Oregon and in reliance upon Hog Wild's promises to pay Henglee for the goods.

33. The reasonable value of all the delivered goods is at least \$1,536,924.43. The reasonable value of the samples, molds and tools delivered is \$38,754.

34. Hog Wild accepted each and all deliveries, all goods contained in any shipment delivered to it in Oregon.

35. Hog Wild is in possession of, or has sold, transferred, or otherwise relinquished control of, all goods to a third-party without payment to Henglee.

36. Hog Wild unjustly benefited from and continues to benefit from its receipt and acceptance of the goods delivered by Henglee.

37. Accordingly, Henglee is entitled to the reasonable value of the goods delivered to Hog Wild.

PRAYER FOR RELIEF

WHEREFORE, Henglee prays for judgment against Hog Wild as follows:

- A. Entry of judgment in favor of Henglee Company Limited against Hog Wild, LLC on all claims for relief;
- B. An order of restitution in the amount equal to the reasonable value of the goods that Henglee Company Limited provided Hog Wild, LLC at its request, and for which Henglee Company Limited has not been paid in full;
- C. An order awarding Henglee Company Limited damages it has sustained as a result of Hog Wild, LLC's breaches in an amount according to proof.
- D. Pre-judgment interest at the statutory rate from the time payments came due; and
- E. Any and all other legal and equitable relief as may be available under the law the Court may deem proper.

DEMAND FOR A JURY TRIAL

Henglee Company Limited demands a jury trial for all claims so triable.

DATED this 3rd day of March, 2023.

By s/ Timothy R. Volpert

Timothy R. Volpert, OSB #814074

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